

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

VASCULAR ACCESS CENTERS, L.P.,

Debtor.

Chapter 11

Case No. 19-17117-AMC

**NOTICE OF SCHEDULE OF POTENTIAL
EXECUTORY CONTRACTS AND UNEXPIRED
LEASES THAT MAY BE ASSUMED AND/OR
ASSIGNED TO BUYER**

PLEASE TAKE NOTICE THAT, pursuant to the *Chapter 11 Trustee's Expedited Motion Pursuant to 11 USC 105(a), 363 and 365, Bankruptcy Rules 2002, 6004 and 6006, and Local Bankruptcy Rules 5070-1 and 6004-1 for Entry of an Order: (A) Approving Equity and Asset Purchase Term Sheet and Related Purchase Agreement by and between Stephen V. Falanga, Chapter 11 Trustee of Vascular Access Centers, L.P., Endovascular Health Services, LLC, and William Whitfield Gardner; (B) Authorizing and Approving the Sale of the Debtor's Interests in Certain of the Debtor's Non-Debtor Subsidiaries and Other Assets Free and Clear of Liens, Claims, Interests, and Encumbrances; (C) Authorizing and Approving the Assumption and/or Assignment of Certain Related Executory Contracts and Unexpired Leases; (D) Waiving the Fourteen Day Stay; and (E) Granting Other Related Relief*[D.E. No. 701] (the "Motion"), Stephen V. Falanga, chapter 11 trustee (the "Trustee") of the bankruptcy estate of the debtor, Vascular Access Centers, L.P. (the "Debtor"), hereby submits the list, attached hereto as Exhibit A, of potential executory contracts and unexpired leases (the "Designated Agreements" and each a "Designated Agreement") that the Trustee may seek to assume and/or assign in connection with the sale of the Debtor's assets subject of the Motion, along with the proposed cure amount for each such Designated Agreement (the "Cure Amounts").

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Motion and the Court's *Order Scheduling Expedited Hearing* [D.E. No. 702], objections, if any, to assumption and/or assignment of any of the Designated Agreements shall: (i) be in writing; (ii) specify with particularity the basis of the objection; and (iii) be filed with the Court and simultaneously served on: (i) the Debtor, Vascular Access Centers, L.P. c/o Dilworth Paxson LLP, 1500 Market St., Ste. 3500E, Philadelphia, PA 19102, Attn: Lawrence McMichael, Esq.; (ii) the Office of the United State Trustee, 200 Chestnut St., Ste. 501, US Customs House, Philadelphia, PA 19106, Attn: George M. Conway, Esq.; (iii) the United States Attorney for the Eastern District of Pennsylvania, 615 Chestnut St., Ste. 1250, Philadelphia, PA 19106, Attn: Matthew E.K. Howatt, Esq.; (iv) counsel for the Trustee, Walsh Pizzi O'Reilly Falanga, Three Gateway Center, 100 Mulberry St., 15th Fl., Newark, NJ 07102, Attn: Christopher Hemrick, Esq.; and (v) counsel for Buyer¹ and Gardner, Faegre Drinker Biddle & Reath LLP, 222 Delaware Ave., Ste. 1410, Wilmington, DE 19801, Attn: Joseph N. Argentina, Jr., Esq., so as to be actually received by **4:00 p.m. prevailing Eastern Time on April 5, 2021** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that, in addition to the foregoing, objections to the Cure Amounts set forth on Exhibit A, if any, shall (i) be in writing; (ii) specify with particularity the basis of the objection and the Cure Amount allegedly due and owing such party; (iii) be accompanied by appropriate supporting documentation demonstrating the calculation of the Cure Amount, as claimed; and (iv) be filed with the Court and simultaneously served upon the parties set forth above so as to be actually received by the Objection Deadline.

If the objection relates only to the Cure Amount of a Designated Agreement, the contract or lease may still be assumed and/or assigned by the Trustee; provided, however, that the amount

¹ Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Motion.

asserted by the objecting party as the proper Cure Amount, or a different amount set by this Court, shall be held in escrow pending further order of this Court or mutual agreement of the parties as to the proper Cure Amount for such Designated Agreement.

PLEASE TAKE FURTHER NOTICE that nothing herein (i) alters in any way the prepetition nature of the Designated Agreements or the validity, priority, or amount of any claims of a counterparty to any Designated Agreement against the Debtor that may arise under such Designated Agreement; (ii) creates a post-petition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Designated Agreement against the Debtor that may arise under such Designated Agreement.

PLEASE TAKE FURTHER NOTICE that the Trustee reserves all rights with respect to the designation of any of the Designated Agreements as an executory contract or unexpired lease subject to assumption and/or assignment including, without limitation, the right to remove any Designated Agreement from Exhibit A at any time prior to the Closing. The inclusion of any agreement as a Designated Agreement on Exhibit A does not constitute, and shall not be construed as, a determination by the Trustee that any such agreement is an executory contract or unexpired lease.

PLEASE TAKE FURTHER NOTICE that the Trustee reserves the right to supplement and/or modify this Notice prior to the Closing and will provided the relevant contract or lease counterparty(ies) notice and five (5) days to object.

PLEASE TAKE FURTHER NOTICE that the Trustee may seek final approval to assume and/or assign any of the Designated Agreements at the sale hearing scheduled for **April 6, 2021 at 12:00 p.m., prevailing Eastern Time**, immediately after conclusion of any auction sale, or at any time prior to Closing.



By: _____
Christopher M. Hemrick (*pro hac vice*)

Sydney J. Darling (*pro hac vice*)

Peter J. Pizzi

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Dated: March 30, 2021

EXHIBIT A

Debtor Party	Counterparty	Description	Cure Amount
Vascular Access Centers, L.P.	Philips Medical Capital, LLC	Veradius Lease No. 101-10112826	\$56,480.95 (accelerated amount through end of term in August 2021, subject to right to reinstate and/or deaccelerate)
Pennsylvania Vascular Institute PC, as assignee from Vascular Access Centers, L.P.	Philips Medical Capital, LLC	Veradius C-Arm Lease No. 101-10126902	\$22,125.66
Vascular Access Centers, L.P.	EverBank Commercial Finance, Inc., as predecessor in interest by merger with TIAA Commercial Finance Bank	Z.One Pro Ultrasound System, L8-3 Linear Array Transducer and TE7 SC Touch Enabled Ultrasound System, TE7 SE Touch Enabled Ultrasound System (Lease #41526374)	\$4,449.92
Vascular Access Centers, L.P.	TIAA Commercial Finance Bank	2 Zonare Z.One Pros (Lease #41553919)	\$26,024.76